his unpaid wages for the full period of employment. *Howard* v. *Daly,* 61 N. Y. 362. But that he can sue at once and recover damages he might suffer after the time of trial has been denied. SUTHERLAND, DAMAGES (1882), Vol. 2, p. 472. "The doctrine of the American cases limits recovery to actual loss up to the time of trial." WOOD, FIRST AMER. ED. OF MAYNE (1880), 326. The leading case to this effect is *Gordon* v. *Brewster* (1858), 7 Wis. 355. It has been extensively followed: *Fowler* v. *Armour,* 24 Ala. 194; *Rogers* v. *Parham,* 8 Ga. 190; *Bassett* v. *French* (1895), 31 N. Y. Supp. 667; *Mount Hope Cemetery Asso.* v. *Wiedemann* (1891), 139 Ill. 67. The courts assert that prospective damages are uncertain and speculative,—wages fluctuate, one may have obtained more remunerative employment, or he may die or be disabled, "but it is not the law that damages that may be larger or smaller because of such contingencies are not recoverable." *Cutter* v. *Gillette,* 163 Mass. 95. Similar difficulties are met in estimating damages for personal injuries, for death of child, or in determining the value of an annuity. The possible injustice of the rule of *Gordon* v. *Brewster* is suggested by *Penn. Ry. Co.* v. *Dolan,* 6 Ind. App. 109, where Dolan released the company from liability for a personal injury in consideration of its promising to employ him as long as he was able to work. After four months he was discharged but the court allowed him to recover the probable future value of his contract. There is a tendency among courts that have not committed themselves to take the view adopted by the principal case. SEDGWICK, DAMAGES, 8th Ed., § 666; *Forked Deer Pants Co.* v. *Shipman* (1904), 25 Ky. Law. Rep. 2299; *Curtis* v. *Lehman* (1905), 115 La. 40; *Pierce* v. *Tenn.* (1898), 173 U. S. 1; *Wilke* v. *Harrison Bros. Co.* (1895), 166 Pa. 202.

MECHANIC'S LIEN—CONSENT TO REPAIRS BY OWNER IMPLIED BY LEASE.—A lessee of certain property owned by the defendant caused certain repairs to be made, for which the mechanic who did the work now claims a mechanic's lien on the interest of the owner. The statute provides that a mechanic's lien may attach only for work done with the consent of the owner. The only evidence of such consent in this case was a provision in the lease under which the tenant held, to the effect that he would "keep, during the term, * * * all the machinery and boilers in good working order," at his own cost. *Held,* that the covenant required the tenant to make the repairs and so was such a consent on the part of the owner to the repairs that a mechanic's lien would attach to his interest. *Tinsley* v. *Smith et al.* (1906), 101 N. Y. Supp. 382.

There are no cases cited which directly adjudicate the point involved, but the court, by analogy and reasoning, brings the facts of this case within general principles stated in other cases. Citing *Hankinson* v. *Vantine,* 152 N. Y. 20-29, 46 N. E. 292, 294, the court quotes to the effect that mere agreement that a tenant may make alterations at his own expense is not sufficient, but the owner must expressly consent to the particular alteration or have knowledge of the particular object and acquiesce in the means adopted. Again, quoting from *Rice* v. *Culver,* 172 N. Y. 60, 65; 64 N. E. 761, 762, the court says, "There is a distinction between mere passive acquiescence and an

actual and express consent or requirement that the improvement shall be made. It is the latter which constitutes consent within the statute." By holding that the lease requiring the tenant to "keep the premises in good repair * * * and all machinery and boilers in good working order at his own cost", required this work to be done, the court reasoned from the cases cited that there was an actual and express requirement that the improvement be made. As a consequence a mechanic's lien was allowed. In general, the cases on this subject are decided to a large extent upon the particular facts of each case. However, there are, in a general way, principles which may be evolved from them. Where specific improvements are required by a lease, the general rule is that there is sufficient consent, especially if the improvements are a part of the consideration for the lease. *Burkitt* v. *Harper,* 79 N. Y. 273; *Otis* v. *Dodd,* 90 N. Y. 341; *Hall* v. *Parker,* 94 Pa. St. 109; *Kremer* v. *Walton,* 11 Wash. 120, 39 Pac. 374; 48 Am. St. Rep. 870; *Long & Furst* v. *McLanahan and Stone,* 103 Pa. 537; *Mosher* v. *Lewis,* 10 Misc. Rep. 373, 31 N. Y. Supp. 433. On the other hand it has been held that where the improvements are made with no reduction in rent and with a stipulation that they be made at the cost of the lessee, no consent of the owner is implied which will maintain a mechanic's lien. *Boteler* v. *Espen,* 99 Pa. St. 313. In leases in which the lessee covenants to make repairs at his own expense, it is generally held that consent of the owner within the statutory meaning is not implied because it is not a consent that the work should be done on the credit of the land. *Conant* v. *Brackett,* 112 Mass. 18; *Boone* v. *Chatfield,* 118 N. C. 916; *Hervey* v. *Gay,* 42 N. J. Law 168. In some states it is held that if the owner knows that the repairs are being made and does not dissent, his interest will be held liable to a mechanic's lien. This holding is due to the peculiar wording of the statute. *Congdon* v. *Cook,* 55 Minn. 1, 56 N. W. 253; *West Coast Lumber Co.* v. *Newkirk,* 80 Cal. 275, 22 Pac. 231. In the absence of such statutory provisions, there are holdings on both sides of the question as to whether mere knowledge will impute consent. Consent implied: *Shaw* v. *Young,* 87 Me. 271, 32 Atl. 897. Contra: *People's L. & B. Ass'n* v. *Spears,* 115 Ind. 297, 17 N. E. 570.

NAVIGABLE WATERS—FLOATAGE OF LOGS—RIGHTS OF PUBLIC.—In an action of trespass by a riparian owner against a booming company for carelessly and negligently permitting logs to be floated down a stream and pile up on the banks in heaps or jams which turned the water from the channel upon plaintiff's land, *held,* that a stream is a navigable or floatable one if, by the increased precipitation at seasons recurring periodically with reasonable certainty, the flow of water will be sufficient to be substantially useful to the public for transportation, and one floating logs therein is not liable for injuries to a riparian owner from the piling up of logs on his land, if due and ordinary care were used to prevent injury. *Hot Springs Lumber & Mfg. Co.* v. *Revercomb* (1906), — Va. —, 55 S. E. Rep. 580.

The question as to what constitutes a floatable stream not being determined by statute in Virginia, the court necessarily based its decision on what it conceived to be the common law. Upon the questions involved the courts